

# Hyatt Group Legal Plan

Insured by:

Metropolitan Property and Casualty Insurance Company  
700 Quaker Lane, Warwick, RI 02887

## Legal Services Plan Certificate of Coverage

### WE'RE GLAD YOU'RE PART OF THE METROPOLITAN FAMILY!

You can count on Metropolitan to help provide You with the insurance protection You need.

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887.

Metropolitan has selected Hyatt Legal Plans, Inc. to administer the services on its behalf. Hyatt Legal Plans, Inc. is a leading provider and administrator of legal plans serving the needs of over one million people.

To obtain Covered Legal Services, contact Hyatt through its internet web site, by phone or by mail.

In this certificate You'll find information about Your Legal Services Insurance coverage. We hope that You will take the time to read this information carefully. It is important to You.

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## **Definitions to Help You Understand the Plan**

It is important for You to know that whenever the following terms are used in this certificate with the first letter capitalized, they will have the meaning described below. In addition, other defined terms can be found in the Declarations Pages attached to this certificate.

**“Administrator”** means Hyatt Legal Plans, Inc.

**“Contractholder”** means the Contractholder listed in the Declarations Pages.

**“Covered Legal Services”** means those legal services set forth in the Declarations Pages and described in the Covered Legal Services Schedule.

**“Covered Person”** means a Participating Employee, and if Dependent coverage is in effect, his or her Dependents as defined in the Declarations Pages.

**“Declarations Pages”** means the pages attached as the first pages of this certificate.

**“Eligible Employee”** means an employee who is eligible to participate in the Plan because he or she has met the requirements specified in the “Eligible Employee” definition in the Declarations Pages.

**“Hyatt”** means Hyatt Legal Plans, Inc.

**“Legal Services Plan” or “Plan”** means the contract between the Contractholder and Metropolitan to provide insurance for Covered Legal Services.

**“Metropolitan”** means Metropolitan Property and Casualty Insurance Company.

**“Participating Employee”** means an Eligible Employee who participates in the Plan.

**“Plan Attorneys”** means those attorneys who have contracted with Metropolitan or Hyatt to provide Covered Legal Services.

**“Plan Year”** means the Initial Plan Year Period and each 12-month period thereafter.

**“You”, and “Your”** means Covered Persons.

**“We”, “Us” and “Our”** means the Administrator.

## **How the Group Legal Services Plan Works**

To use the Group Legal Services Plan, You can call Our Client Service Center, visit Our web site, or go to a Plan Attorney You have already used. Be prepared to identify Yourself as a participant in the Group Legal Services Plan and to give the Participating Employee’s Social Security number.

If You visit Our web site, You can access plan member services by entering the Participating Employee’s Social Security Number.

If You call Our Client Service Center, the Client Service Representative who answers Your call will:

- verify Your eligibility for services;
- make an initial determination of whether and to what extent Your case is covered;
- give You an authorization number which is similar to a claim number (You will need a new authorization number for each new matter You have);

- give You the telephone number and location of the Plan Attorney(s) most convenient to You; and
- answer any questions You may have about the Plan.

You can decide to use a Plan Attorney or a non-Plan Attorney.

#### **If You Decide to Use a Plan Attorney**

Once You have Your authorization number, You can call an attorney for an appointment.

The Plan Attorney will advise You on:

- how the law in Your state relates to Your situation;
- what actions might be taken to solve the problem; and
- what rights You have available.

During the initial consultation the Plan Attorney will also tell You whether the matter qualifies for additional Covered Legal Services under the Plan.

If the matter qualifies for additional Covered Legal Services and You choose to have these services provided by a Plan Attorney, Hyatt will pay the Plan Attorney on Your behalf for the Covered Legal Services You are provided.

#### **If You Decide to Use a non-Plan Attorney**

You have the right to decide to use a non-Plan Attorney. Once You notify Hyatt that You intend to use a non-Plan Attorney, Hyatt will send You a claim form and informational material including a Non-Plan Attorney Fee Schedule.

After Your case is finished, complete and return the claim form with Your attorney's final bill. Within 60 days of Hyatt's receipt of the claim form and the non-Plan attorney's final bill, We will pay You the amount stated in the Non-Plan Attorney Fee Schedule. You will be responsible for making payment to the non-Plan Attorney for any expenses or fees incurred in excess of the amount paid by Hyatt.

If a claim has been denied in whole or in part, You may ask Hyatt to give You a written statement with the reason(s) for the denial and with information as to the steps that need to be taken if You wish to appeal that denial.

### **Requirements for Coverage**

All Eligible Employees may participate in the Plan.

- In a Contributory Plan, You pay all or a portion of the cost of Your coverage. To participate in a Contributory Plan, an Eligible Employee must enroll in the plan and authorize the payment of Participation Fees through payroll deduction. The initial Participation Fee is stated in the Declarations Pages and will be deducted automatically from Your pay. This Fee may change on the Renewal Date, subject to a change in the Plan as agreed to by Metropolitan and the Contractholder.

Eligible Employees may enroll in the Plan:

- during the initial enrollment period established by the Contractholder; or
- during any subsequent annual enrollment period.

If You enroll during the initial enrollment period, coverage will begin on the Effective Date. If You enroll during a subsequent annual enrollment period, coverage will be effective at the beginning

of the next Plan Year. Each time You enroll or re-enroll, You must agree to participate for a full Plan Year.

If you are not an Eligible Employee during an enrollment period, but become one later in the Plan Year, you may at that time enroll for the remainder of the Plan Year.

If coverage for Dependents is in effect under this Plan, once You enroll in the Plan all of Your Dependents will be covered as well. Any person who subsequently becomes a Dependent will be covered beginning on the date he or she becomes a Dependent. For example, if You marry while covered under the Plan and Dependent coverage is in effect, Your spouse is covered as of the date of marriage. If You or Your spouse give birth to a child while covered under the Plan and Dependent coverage is in effect, the child is covered as of the date of birth.

- In a Noncontributory Plan, the cost of Your coverage is paid for by the Contractholder. This means that if You are an Eligible Employee of the Contractholder, coverage will be provided to You as a Participating Employee, beginning on the later of:
  - the Effective Date of the Plan; or
  - the date you qualify as an Eligible Employee.

If coverage for Dependents is provided under this Plan then, once You are covered under the Plan all of Your Dependents will be covered as well. Any person who subsequently becomes a Dependent will be covered beginning on the date he or she becomes a Dependent. For example, if You marry while covered under the Plan and Dependent coverage is in effect, Your spouse is covered as of the date of marriage. If You or Your spouse give birth to a child while covered under the Plan and Dependent coverage is in effect, the child is covered as of the date of birth.

Participation in this Plan may not be required as a condition of employment and no employee may be discriminated against or coerced for failure to participate.

### **What Matters are Covered**

The Declarations Pages list the Covered Legal Services insured under the Plan. These Covered Legal Services are described in the Covered Legal Services Schedule attached to this Certificate.

### **When Services are Limited**

If Dependent coverage is provided under the Plan and a Participating Employee for whom such coverage is in effect has a right to receive a Covered Legal Service involving a Dependent as an adversary, then the Plan will provide services for the Participating Employee only.

The Advice and Consultation service is the **only** service available for any matter not

- listed in the section entitled "When are No Services Provided" ; and
- otherwise included as a Covered Legal Service.

### **When No Services are Provided**

**No** service will be provided for:

- Appeals, class actions, tax return preparation, or unemployment or worker's compensation matters or transactions involving:
  - farms;
  - businesses;
  - rental property when a Covered Person is the landlord;
  - patent, trademark or copyright law.

- Any matter involving a dispute or proceeding with:
  - the Contractholder or any of its affiliates as an adverse party;
  - any employee benefit or benefit plan the Contractholder has established;
  - any employment related matter; or
  - Metropolitan or its affiliates, the Administrator or any Plan Attorney as an adverse party.
- Any matter for which You retained an attorney prior to being enrolled in the Plan.
- Amounts due third parties such as:
  - court costs;
  - filing fees;
  - fines;
  - judgments;
  - witness fees;
  - transcripts;
  - recording fees;
  - penalties; or
  - restitution ordered by any court.

There is no obligation to provide Covered Legal Services in any matter deemed to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

### **How Insurance Coverage Ends**

Coverage for a Participating Employee **ends** upon the first of the following to occur:

- **Plan termination:** coverage ends the date the Plan is terminated.
- **Actively Cancels:** if this insurance is Contributory and You are enrolled to participate in the Plan, You will automatically be renewed each year during the annual enrollment period, unless You elect not to re-enroll in the Plan.
- **Failure to make a required contribution:** if this insurance is Contributory, coverage ends on the first day of the month following the Due Date of any Participation Fee for which You did not make the required contribution.
- **Change in employment status:** coverage ends on the last day of the month in which the Participating Employee ceases to be an Eligible Employee.

If Dependent coverage is in effect under the Plan, coverage for a Dependent **ends** upon the first of the following to occur:

- **Change in Dependent status:** coverage ends on the date a Dependent ceases to be a Dependent of the Participating Employee.
- **Termination of the Participating Employee's coverage:** coverage ends on the date coverage for the Participating Employee ends.

When insurance coverage ends, **no new** services will be covered. However, if insurance coverage ends because of a change in employment status, services will continue to be provided for any matter where:

- services were provided prior to insurance coverage ending; and
- such matter was open and pending when insurance coverage ended.

Also, a Participating Employee whose insurance coverage ends because of a change in employment status will have the right:

- to buy a policy of individual legal services insurance from Metropolitan on any form of individual legal services insurance then customarily offered, or
- if this insurance is Contributory, to make a single payment equal to twelve monthly Participation Fees, and coverage will continue under this certificate for twelve months after his or her change in employment status.

### **Other Important Information**

Plan Attorneys may not request or accept additional compensation from You for providing Covered Legal Services, except for payments required to be made to third parties.

You have the right to complain to the state bar association about the conduct of an attorney who provides Covered Legal Services under the Plan.

If, at any time, You have a question or concern about the service You have received, please call the Client Service Center to let Hyatt know. Hyatt and Metropolitan will work hard to fix the problem to Your satisfaction.

Nothing contained in this certificate is intended to interfere with Your freedom of choice in the selection of an attorney or in the attorney-client relationship.



Services under this Certificate are administered by  
Hyatt Legal Plans, Inc. a Delaware Corporation and an affiliate of  
Metropolitan Property and Casualty Insurance Company.